

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

CLINT EARL DEATLEY,
Plaintiff,

vs.

**AMGUARD INSURANCE
COMPANY**
Defendant.

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CIVIL ACTION No. 4:24-cv-1559

AFFIDAVIT OF RICHARD GADROW

Affiant who personally appeared before me, the undersigned notary and deposed as follows after I duly swore stated as follows:

“I, Richard Brandon Gadrow, being duly sworn, state the following under oath:

1. I, Richard Gadrow, swear that I have over 10 years of experience inspecting property damage and preparing repair estimates. I own and operate Quantum Claim Consulting Services ("QCCS") located at 30718 Meadow Edge Dr., Magnolia, TX 77354.

2. I have over 10 years of experience inspecting property damage and preparing repair estimates. I have extensive experience in assessing damage to residential and commercial properties caused by various perils, including water leaks and the resulting structural damage.

3. On July 22, 2023, I conducted a visual inspection of the property located at 12604 Overcup Drive, Houston, TX 77024, owned by Clint Deatley. The inspection was comprehensive, covering both interior and exterior areas, to document the extent of the damages caused by leaks. My inspection included detailed observations and measurements of the affected areas, ensuring a thorough assessment of the damage.

4. Detailed descriptions and locations of the damage observed are documented room-by-room in the attached inspection report with photos.

5. During the inspection, I observed multiple cracks in the structure of the property. These cracks were found in various areas. The cracks varied in size and severity, some of which were substantial enough to affect the structural integrity and aesthetic appeal of the property.

6. Based on my professional experience and the visual inspection, it is my expert opinion that the cracks were caused by water leaks that had been occurring over an extended period. The presence of moisture had likely weakened the building materials, leading to the formation of cracks. The evidence of water damage and mold growth in several areas further supports this conclusion. Using the measurements and photos from my inspection along with Xactimate software, I prepared a detailed estimate to fully remediate the property to its pre-damage condition. The total estimated cost for the repairs, including labor and materials, is \$82,828.38. This estimate includes tasks such as scraping and prepping surfaces, applying texture and paint, replacing baseboards and drywall, and hazardous material remediation.

7. I am aware that the defendant, AmGUARD Insurance Company, has filed a motion for summary judgment in this case. In their motion, they argue that the damages claimed by the plaintiff were not caused by the reported water leak but by long-term soil-related foundation movement.

8. The defendant's engineers, Shawn Johnson and Bradley East, conducted investigations and concluded that the foundation movement and associated distress were due to soil movement, seasonal moisture fluctuations, and tree proximity, rather than the reported water leak.

9. However, my inspection and assessment of the property indicate that the damages, specifically the cracks in the structure, were indeed caused by the prolonged exposure to water leaks, contrary to the defendant's assertions.

10. As both the inspector and estimator for this loss, I swear all statements contained in the attached report, estimate and photos regarding the storm damages observed firsthand are true and complete to the best of my knowledge and expertise developed over 10+ years exclusively assessing weather-related property damages.

11. I swear none of the identified pre-existing conditions at the home could reasonably have caused or contributed to the sudden pipe failures.

12. My conclusions result from my own investigation and expertise. I have no interests or relationships that would improperly influence my objective assessment of this loss and maintain an ethical responsibility to Mr. Deatley as my customer.

13. I hereby swear and attest that all facts within this affidavit and the related inspection report and damage estimate stem from my direct, firsthand knowledge and remain truthful and accurate to the best of my ability under penalty of perjury.

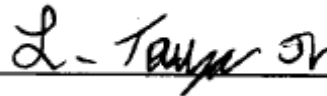
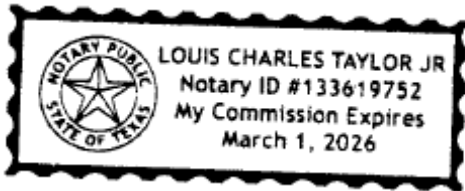
14. I declare under penalty of perjury the foregoing is true and correct.

15. Further, the Affiant sayeth not.”



RICHARD GADOW

Subscribed and sworn to me, the undersigned notary public on July 31, 2024.



Notary Public